This decision follows *Penniman* v. *Cole* (1844), 8 Metc. (49 Mass.) 496, in holding that premature issuance of execution may be taken advantage of in a collateral proceeding. It is held in most, if not in all, of the other states in which the question has been raised, that premature issuance of execution can be taken advantage of only by the defendant in the judgment, and by him only in a direct proceeding to have the execution quashed, for that reason. See *Bacon* v. *Cropsey* (1852), 7 N. Y. 195; *Wilkinson's Appeal* (1870), 65 Pa. St. 189; *Abercrombie* v. *Chandler* (1846), 9 Ala. 625.

FOREIGN CORPORATIONS—SERVICE OF PROCESS ON OFFICER.—Defendant, an Illinois corporation, sold to plaintiff, a Missouri company, certain machinery. A dispute having arisen between the parties as to its disposal, after the sale had been rescinded under the terms of the contract, defendant's general manager came to Missouri to adjust the differences, and while there was served with the summons in this action. Defendant had no office or agency in Missouri and the only business it had ever transacted there was that with plaintiff and two similar transactions. On a plea to the jurisdiction *Held,* that the service was sufficient. *Brush Creek Coal & Mining Co.* v. *Morgan-Gardner Electric Co.* (1905), (C. C. W. D. Mo.) 136 Fed. Rep. 505.

The decision of the court is based on the holding in *St. Clair* v. *Cox,* 106 U. S. 350, 1 Sup. Ct. 354, 27 L. Ed. 222, where it was held that the service is sufficient if made on such an agent as "may be properly deemed representative of the foreign corporation." *Lafayette Ins. Co.* v. *French,* 18 How. 404, 15 L. Ed. 451. And where the agent served is a general manager of the company, present in the state on its business, the service as made on him, if in a suit relating to that business, is sufficient, although the corporation does not transact business in the state so as to make it an inhabitant thereof. *Houston et al.* v. *Filer & Stowell Co.*, 85 Fed. Rep. 757. In the more recent case of *Board of Trade* v. *Hammond Elevator Co. et al.* (1905), 198 U. S. 424, 25 Sup. Ct. 740, the court discussed the validity of a service made under the terms of a statute providing that foreign corporations doing business in the state may be served with process by leaving a copy with any of its agents found in the county. It was held that service on the local "correspondents" of a foreign corporation which furnishes them with market quotations to enable them to take orders from their customers for shares of stocks, was a sufficient service on the foreign corporation although the relationship of agency between the parties was expressly disclaimed in their contract. Cf. *Gottschalk Co.* v. *Distilling & Cattle Feeding Co.*, 50 Fed. Rep. 681.

HOMESTEAD—ORAL CONTRACT FOR CONVEYANCE—SPECIFIC PERFORMANCE.—Defendant W, whose wife had filed a declaration of homestead in accordance with the statute upon certain real property, listed the property for sale with real estate agents who made an oral contract for its conveyance with the plaintiff who went into possession, paid part of the purchase price, and made improvements with the knowledge of W's wife and without objection by her. In an action against W and his wife for specific performance of the oral contract to convey, *Held,* that plaintiff is entitled to

a decree. *Grice* v. *Woodworth et ux.* (1905), — Idaho —, 80 Pac. Rep. 912.

In view of the Idaho Statutes and the generally prevailing doctrines regarding the alienation of the homestead, the soundness of this decision is certainly questionable. The statutes provide that the homestead cannot be conveyed or incumbered unless the instrument by which it is conveyed, etc., is executed and acknowledged by both husband and wife; the wife's acknowledgment must be on her separate examination; the homestead can be abandoned only by a declaration of abandonment or a grant or conveyance executed and acknowledged by both husband and wife, if the claimant is married. Under statutes less stringent it has been held that the husband's contract for the sale of the homestead is void, whether the contract be oral (*Stickley* v. *Widle,* 122 Ia. 400) or written (*Webster* v. *Warner,* 119 Mich. 461, *Meek* v. *Lange,* 65 Neb. 783); and, while in some states there may be an abandonment of the homestead so that title to it will pass under an oral contract of sale followed by possession (*Alvis* v. *Alvis,* 123 Ia. 546), yet where there is provided an express statutory method of waiver or abandonment this should be exclusive of any other. *Lewis* v. *Mauerman* (1904), 35 Wash. 156; *Wilkins* v. *Fremaux* (1904), 112 La. 921; *Mellen* v. *McMannis,* (Id.) 75 Pac. Rep. 98. The COURT in the principal case considers that the wife was estopped by her conduct to deny the plaintiff's equitable title, but, as pointed out by AILSHIE, *J.* in dissent, she did nothing to induce plaintiff to enter into the contract or part with money, and her declaration of homestead was of record. Plaintiff appears to have been entitled to no more than he obtained in the lower court: the amount paid for the property and improvements less a reasonable rental.

HUSBAND AND WIFE—LIABILITY OF HUSBAND FOR THE SUPPORT OF HIS INSANE WIFE WHILE IN ASYLUM.—Appellant's wife was in due form committed to the LaCrosse County Asylum for the Insane. An action was brought by the trustees of the asylum to collect from the husband the expense of her board and care. *Held,* that there was no common-law liability of the husband to support the wife while away from the matrimonial home without his fault or his consent, and in the absence of statute the action could not be maintained. *Richardson et al.* v. *Stuesser* (1905), — Wis. —, 103 N. W. Rep. 261.

The Iowa, Indiana and Nebraska decisions are to the effect that there is no common-law liability in cases of this kind. *The County of Delaware* v. *McDonald,* 46 Iowa 170; *The Board of Commissioners of Noble County* v. *Schmoke,* 151 Ind. 416; *Board of Commissioners of Marshall County* v. *Burkey, Adm'r,* 1 Ind. App. 565; *Baldwin* v. *Douglas County,* 37 Neb. 283, 55 N. W. Rep 875, 20 L. R. A. 850. In the New England States and a few others it is well settled that there is a common-law liability and such an action can be maintained. *Rumney* v. *Keyes,* 7 N. H. 571; *Alna* v. *Plummer,* 4 Greenl. 258; *Bangor* v. *Wiscasset,* 71 Me. 535; *Brookfield* v. *Allen,* 6 Allen (Mass.) 585; *Senft.* v. *Carpenter,* 18 R. I. 545, 28 Atl. Rep. 963; *Wray* v. *Wray,* 33 Ala. 187; *Schelling* v. *County of Kankakee,* 96 Ill. App. 432; *Davis* v. *St. Vincent's Inst. for Insane,* 61 Fed. 277, 9 C. C. A. 501; *Goodale* v. *Lawrence,* 88 N. Y. 513, 42 Am. Rep. 259, overruling former decisions